

REMARKS

The present application has been reviewed in light of the Office Action dated September 14, 2007. Claims 1-17 are presented for examination, of which Claims 1 and 12 are in independent form. Claim 18 has been withdrawn. Claims 1, 6 and 12 have been amended to define Applicants' invention more clearly. Favorable consideration is respectfully requested.

The Office Action objected to the specification with respect to the use of trademarks. Applicants have carefully reviewed and amended the specification to ensure that it fully conforms to MPEP § 608.01(v). Applicants submit that the changes to the specification add no new matter to the original disclosure. Accordingly, withdrawal of the objection to the specification is respectfully requested. Should the Office maintain this objection then Applicants respectfully request further guidance as to the remaining non-conforming trademarks.

The Office Action states that Claims 1-17 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,385,591 (*Angles*), in view of U.S. Patent Application Publication No. 2003/0144913 (*Greenberg*).

Applicants submit that independent Claims 1 and 12, together with the claims dependent therefrom, are patentably distinct from the cited prior art for at least the following reasons.

Important features of Claim 1 are “retrieving by the interface device consumer payment information and consumer identification information from a database associated with the consumer” and “amending by the interface device the acceptance with

the consumer payment information and the consumer identification information to create an amended acceptance upon receipt of the acceptance from the consumer by the interface device.” By virtue of these features, the interface device stores the consumer payment and identification information in a database and combines this information with the acceptance after receiving the acceptance from the consumer. As a result, neither the consumer nor the merchant store consumer payment and identification information. In addition, the consumer payment and identification information is not sent to the consumer by the interface device each time an amended offer is made. *See Spec.*, paragraphs 19, 44. Instead, the consumer payment and identification information remains resident on a database local to the interface device until an acceptance is made, after which, the information is transmitted to the merchant to facilitate the transaction. This scheme increases security by minimizing the transmission of messages containing sensitive consumer information.

Angles, as understood by Applicants, is directed to a system and method for delivering customized advertisements in an interactive communication system. Apparently, in the *Angles* system, the advertisement provider uses the consumer member code to access the consumer’s profile, selects an appropriate advertisement based on the profile and sends the customized advertisement to the consumer. *See Angles*, col. 8, lines 24-28. Applicants have not found anything in *Angles* that would teach or suggest “retrieving by the interface device consumer payment information and consumer identification information from a database associated with the consumer” and “amending by the interface device the acceptance with the consumer payment information and the consumer identification information to create an amended acceptance upon receipt of the

acceptance from the consumer by the interface device,” as recited in Claim 1. Indeed, *Angles* does not even process the acceptance.

Furthermore, nothing has been found by Applicants in *Greenberg* that remedies the deficiencies of *Angles*. Apparently in *Greenberg*, upon activating a “Purchase Using Default Options” button, a customer code is sent to the merchant who may then link the code with customer information pre-stored by the merchant to complete the transaction. *Greenberg*, paragraph 21. In contrast to *Greenberg*, Claim 1 provides that an interface device, not a merchant, stores consumer information. Moreover, in the *Greenberg* system, identification information may be inserted into the e-mail before the e-mail is sent to the customer. *Greenberg*, paragraph 21. Thus, as with *Angles*, this also is in stark contrast to Claim 1, which provides that consumer payment and identification information is amended after the interface device receives the acceptance from the consumer. Particularly, nothing has been found in *Greenberg* that would teach or suggest the steps performed by an interface device of “retrieving by the interface device consumer payment information and consumer identification information from a database associated with the consumer” and “amending by the interface device the acceptance with the consumer payment information and the consumer identification information to create an amended acceptance upon receipt of the acceptance from the consumer by the interface device,” as recited in Claim 1.

For each of the foregoing reasons, Applicants submit that Claim 1 is patentable over *Angles* and *Greenberg*, taken separately or in any permissible combination (if any).

Accordingly, Applicants submit that Claim 1 is patentable over the cited art, and respectfully request withdrawal of the rejection under 35 U.S.C. § 103(a).

Additionally, independent Claim 12 includes features similar to those discussed above in connection with Claim 1. Accordingly, Claim 12 also is believed to be patentable for at least the same reasons as discussed above in connection with Claim 1.

The other rejected claims in this application depend from one or another of the independent claims discussed above and, therefore, are submitted to be patentable for at least the same reasons. Because each dependent claim also is deemed to define an additional aspect of the invention, individual reconsideration of the patentability of each claim on its own merits is respectfully requested.

In view of the foregoing amendments and remarks, Applicants respectfully request favorable consideration of the present application.

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,

/Jonathan Berschadsky/
Jonathan Berschadsky
Attorney for Applicants
Registration No. 46,551

FITZPATRICK, CELLA, HARPER & SCINTO
30 Rockefeller Plaza
New York, New York 10112-3801
Facsimile: (212) 218-2200